

ASSIGNMENT
(Intellectual Property)

ASSIGNORS: BriteSmile, Inc.
460 Wiget Lane
Walnut Creek, CA 94598

BriteSmile Development, Inc.
460 Wiget Lane
Walnut Creek, CA 94598

ASSIGNEE: BriteSmile Professional, Inc.
8550 Higuera Street
Culver City, CA 90232

as assignee of
Discus Dental, Inc.
8550 Higuera Street
Culver City, CA 90232

ASSIGNED SUBJECT MATTER

All intellectual property in which each ASSIGNOR has any right, title, or interest, including but not limited to all "Patents" (as hereinafter defined), all "Marks" (as hereinafter defined), all "Confidential Information" (as hereinafter defined), and all "Related Rights" (as hereinafter defined).

1. "Patents" is defined to include all patents and patent applications identified on Schedule A, any patents issuing on any patent applications identified on Schedule A, the inventions disclosed in any of the foregoing, any and all counterpart United States, international and foreign patents, applications and certificates of invention based upon or covering any portion of the foregoing and all reissues, divisionals, renewals, extensions, provisionals, continuations and continuations-in-part of any of the foregoing.

2. "Marks" is defined to include all trademarks and servicemarks listed on Schedule B, including any pending applications and registrations in the United States or in any foreign jurisdiction related to the trademarks or servicemarks listed on Schedule B.

3. "Confidential Information" is defined to include, but not limited to, confidential information, financial information, member lists and information, marketing information, financial and technical trade secrets, techniques, processes, and know-how.

4. "Related Rights" is defined to include:

A. All goodwill of the business symbolized by the Marks:

B. All rights and causes of action to enforce the rights associated with each item referenced in paragraphs 1, 2, 3 and 4.A (collectively referred to herein as the "Assigned Subject Matter") in all countries, including all rights to claim and recover damages and

compensation for past or continuing infringements of or violation of rights to any item of Assigned Subject Matter in all relevant jurisdictions and all rights to apply in any or all countries of the world for patents, certificates of invention or other governmental grants for the Patents, including without limitation under the Paris Convention for the Protection of Industrial Property, the International Patent Cooperation Treaty, or any other convention, treaty, agreement or understanding.

NOW, THEREFORE, as part of the transfer of certain business and assets to which the Assigned Subject Matter is related, and for good and valuable consideration, the receipt of which from ASSIGNEE is hereby acknowledged, each of the ASSIGNORS does hereby sell, assign, transfer and set over to ASSIGNEE, its successors and assigns, the entire right, title and interest in and to each and every item of said Assigned Subject Matter.

Each ASSIGNOR hereby covenants that such ASSIGNOR has full right to convey the entire interest herein assigned and that such ASSIGNOR has not executed and will not execute any agreement in conflict herewith.

Each ASSIGNOR hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States to issue the Assigned Subject Matter to the ASSIGNEE, its successors and assigns, in accordance with the terms of this instrument.

Each ASSIGNOR further agrees that it will communicate to ASSIGNEE any facts known to such ASSIGNOR respecting the Assigned Subject Matter, and testify in any legal proceeding, sign all lawful papers, make all rightful oaths and declarations, and generally do everything reasonably possible to aid ASSIGNEE to perfect title to, and obtain and enforce in all countries the properties and rights which comprise the Assigned Subject Matter.

The terms and conditions of this Assignment shall inure to the benefit of ASSIGNEE, its successors, assigns and other legal representatives, and shall be binding upon each ASSIGNOR, its successor, assigns and other legal representatives.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

3/1 IN WITNESS WHEREOF, ASSIGNORS have made this assignment effective as of
2006

"ASSIGNORS"

BriteSmile, Inc., a Utah corporation

(Notarization Required)

By: [Signature]
Name: J. C. FENELEY
Title: PRESIDENT

State of CALIFORNIA)
County of CONTRA COSTA) ss.

On this 1st day of MARCH 2006, before me the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared J. C. FENELEY, who is ~~personally known to me~~ (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on such instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS, my hand and official seal.



BriteSmile Development, Inc., a Delaware corporation

By: [Signature]
Name: Nhat H. Ngo
Title: COO

State of CALIFORNIA)
County of CONTRA COSTA) ss.

On this 1st day of MARCH 2006, before me the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared PHAT H. NGO, who is ~~personally known to me~~ (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on such instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS, my hand and official seal.

[Signature]

Accepted as of _____, 2006

"ASSIGNEE"

BriteSmile Professional, Inc.,
a California corporation

By: _____
Name: _____
Title: _____



“ASSIGNORS”

Title: _____

Title: _____

Title: C60

SCHEDULE A
("Patents")

| Pat./Publ. No. | Country | Status | Appln. No. | Title |
|----------------|-------------|-----------|-------------|--|
| 5645428 | US | Granted | 08/570901 | Method For Whitening Teeth |
| 5713738 | US | Granted | 08/708527 | Ditto |
| 6254388 | US | Granted | 09/017076 | Ditto |
| 6361320 | US | Granted | 09/886708 | Ditto |
| 2005-084825 | US | Published | 10/797631 | Ditto |
| 6162055 | US | Granted | 09/234038 | Light-Activated Tooth Whitening Composition and Method of Using Same |
| 6343933 | US | Granted | 09/651171 | Ditto |
| 2003-198605 | US | Published | 10/434597 | Ditto |
| 743641 | Australia | Granted | 27647/99 | Ditto |
| 506250 | New Zealand | Granted | 506250 | Ditto |
| | Canada | Pending | 2320269 | Ditto |
| 1054642 | Europe | Pending | 99908146.6 | Ditto |
| 2002-502864 | Japan | Pending | 2000-531128 | Ditto |
| 2005-265933 | US | Pending | 11/179736 | Light Activated Tooth Whitening Method |
| 6416319 | US | Granted | 09/233793 | Tooth Whitening Device and Method of Using Same |
| 2005-048434 | US | Pending | 10/958058 | Apparatus For Simultaneous Illumination of Teeth |
| | US | Pending | 11/197868 | Ditto |
| | Canada | Pending | 2386808 | Ditto |
| 1229852 | Europe | Published | 00968811.0 | Ditto |
| 2003-511148 | Japan | Published | 2001-529369 | Ditto |

SCHEDULE A
("Patents")

| Pat./Publ. No. | Country | Status | Appln. No. | Title |
|----------------|-------------|-----------|-------------|---|
| | New Zealand | Allowed | 518224 | Ditto |
| | New Zealand | Pending | 542400 | Ditto |
| 6213671 | US | Granted | 09/234039 | Adjustable Articulated Positioning Device |
| 2005-084826 | US | Published | 10/969532 | Tooth Whitening and Image Enhancement Center Method |
| 6800671 | US | Granted | 09/552994 | Low Peak Exotherm Curable Compositions |
| | US | Pending | 11/214207 | Ditto |
| D438622 | US | Granted | 29/099461 | Tooth Whitening Device |
| 756369 | Australia | Granted | 27744/99 | AntiMicrobial Denture Adhesive Composition |
| | Canada | Pending | 2321192 | Ditto |
| 2002-503520 | Japan | Published | 2000-532096 | Ditto |
| 2000/008179 | Mexico | Published | 008179 | Ditto |
| 6576227 | US | Granted | 09/237191 | Peroxidase-Activating Oral Compositions |
| 5908614 | US | Granted | 08/698474 | Ditto |
| | US | Pending | 11/200266 | Ditto |
| 6221341 | US | Granted | 09/196403 | Tooth Whitening Compositions |
| 2004-101497 | US | Published | 10/715917 | Ditto |
| 6348518 | US | Granted | 09/208969 | Compositions For Making an Artificial Prosthesis |
| 6472453 | US | Granted | 10/033077 | Ditto |
| 2002-137728 | US | Published | 10/056296 | Topical Oral Care Compositions |

SCHEDULE A
("Patents")

| Pat./Publ. No. | Country | Status | Appln. No. | Title |
|-----------------------|----------------|-----------------------------|-------------------------------------|--|
| | Australia | Pending | 240115/02 | Ditto |
| | South Korea | Pending | 10-2003-7009818 | Ditto |
| 1370226 | Europe | Published | 2706004.5 | Ditto |
| 2005-503322 | Japan | Published | 2002-558996 | Ditto |
| 2005-008584 | US | Published | 10/846207 | Therapeutic Dental Composition |
| 2005-026107 | US | Published | 10/670950 | Therapeutic Responsive Dental Gel Composition |
| WO05/011582 | PCT | Entered natl. phase (below) | PCT/US04/24070 | Compositions, Methods, Devices and Kits For Maintaining or Enhancing Tooth Whitening |
| | US | Pending | 10/568054 | Ditto |
| | Australia | Pending | Filed 2/28/06; no. not yet assigned | Ditto |
| | Europe | Pending | Filed 2/27/06; no. not yet assigned | Ditto |
| | Japan | Pending | Filed 1/30/06; no. not yet assigned | Ditto |
| | New Zealand | Pending | Filed 2/27/06; no. not yet assigned | Ditto |
| 2005-221251 | US | Published | 11/044531 | Method and Device For Improving Oral Health |
| 2005-064371 | US | Published | 10/895694 | Ditto |
| | US | Pending | 11/344974 | Ditto |
| | PCT | Pending | PCT/US06/03419 | Ditto |
| 6958144 | US | Granted | 10/050196 | Methods of Whitening Teeth |
| | US | Pending | 11/256654 | Ditto |

SCHEDULE A
("Patents")

| Pat./Publ. No. | Country | Status | Appln. No. | Title |
|-----------------------|----------------|---------------|-------------------|------------------------------|
| 6488914 | US | Granted | 10/003210 | Tooth Bleaching Compositions |
| 6331292 | US | Granted | 09/192609 | Ditto |
| 6322773 | US | Granted | 09/374172 | Ditto |
| 6514543 | US | Granted | 10/004048 | Ditto |
| 6536628 | US | Granted | 10/000658 | Ditto |
| 6312670 | US | Granted | 09/054156 | Ditto |
| 5922307 | US | Granted | 08/719569 | Ditto |
| 2003-089886 | US | Published | 10/219965 | Ditto |
| 2002-141951 | US | Published | 10/039935 | Ditto |
| | Australia | Pending | 202240/04 | Ditto |
| | Canada | Pending | 2238764 | Ditto |
| 1314419 | Europe | Published | 03003653.7 | Ditto |
| 862408 | Europe | Abandoned | EP 96933896.1 | Ditto |
| 862408 | Germany | Granted | DE 69626297.5 | Ditto |
| 862408 | Ireland | Granted | EP 96933896.1 | Ditto |
| 862408 | France | Granted | EP 96933896.1 | Ditto |
| 862408 | Great Britain | Granted | EP 96933896.1 | Ditto |

SCHEDULE B
("Marks")

| <u>Trademark</u> | <u>Reg No./Ser. No.</u> | <u>Country</u> |
|-------------------------------|-------------------------|----------------|
| BRITESMILE (design) | 2271070 | Argentina |
| BRITESMILE (design) | 2271071 | Argentina |
| BRITESMILE | 2292349 | Argentina |
| BRITE SMILE (and star design) | 945213 | Australia |
| BRITESMILE (word mark) | 196325 | Austria |
| BRITESMILE (word mark) | 694739 | Benelux |
| BRITESMILE (word mark) | 823083373 | Brazil |
| BRITESMILE (word mark) | 823083365 | Brazil |
| BRITESMILE (word mark) | 823083357 | Brazil |
| BRITESMILE (word mark) | 1187928 | Canada |
| BRITESMILE | 591743 | Chile |
| BRITESMILE | 591744 | Chile |
| BRITE SMILE (and star design) | 3980309 | China |
| BRITE SMILE (and star design) | 3980308 | China |
| BRITE SMILE (and star design) | 3980307 | China |
| BRITE SMILE (word mark) | 1148006 | CTM |
| BRITESMILE (word mark) | VR 005981 2000 | Denmark |
| BRITESMILE (word mark) | 222980 | Finland |
| BRITESMILE (word mark) | 003063592 | France |
| BRITESMILE (word mark) | 30045704 | Germany |
| BRITESMILE (word mark) | 145104 | Greece |
| BRITESMILE | 2001B04353 | Hong Kong |
| BRITESMILE | 2001B04354 | Hong Kong |
| BRITESMILE | 2001B04355 | Hong Kong |
| BRITESMILE (characters) | 2002B08029 | Hong Kong |
| BRITESMILE (characters) | 2002B08030 | Hong Kong |
| BRITESMILE (characters) | 2002B08031 | Hong Kong |
| BRITESMILE (word mark) | D0020041503215144 | Indonesia |
| BRITESMILE (word mark) | D0020041503115143 | Indonesia |
| BRITESMILE (word mark) | 229640 | Ireland |
| BRITESMILE (word mark) | 169706 | Israel |

SCHEDULE B
("Marks")

| <u>Trademark</u> | <u>Reg No./Ser. No.</u> | <u>Country</u> |
|---------------------------|-------------------------|----------------|
| BRITESMILE (word mark) | 169707 | Israel |
| BRITESMILE (word mark) | 169708 | Israel |
| BRITESMILE (word mark) | 77492000MI | Italy |
| BRITE SMILE (characters) | 4496287 | Japan |
| BRITE SMILE (characters) | 4366608 | Japan |
| BRITE SMILE (characters) | 4381409 | Japan |
| BRITE SMILE (word mark) | 4463843 | Japan |
| BRITESMILE (word mark) | 4366 | Korea |
| BRITESMILE (word mark) | 62245 | Kuwait |
| BRITESMILE (word mark) | 62246 | Kuwait |
| BRITESMILE (word mark) | 00/08087 | Malaysia |
| BRITESMILE (word mark) | 00/08088 | Malaysia |
| BRITESMILE (word mark) | 00/08089 | Malaysia |
| BRITESMILE (word mark) | 680275 | Mexico |
| BRITESMILE (word mark) | 680276 | Mexico |
| BRITESMILE (word mark) | 744017 | Mexico |
| BRITE SMILE (star design) | 660784 | New Zealand |
| BRITE SMILE (star design) | 660785 | New Zealand |
| BRITE SMILE (star design) | 660786 | New Zealand |
| BRITESMILE (word mark) | 214316 | Norway |
| BRITESMILE (word mark) | 348438 | Portugal |
| BRITESMILE (word mark) | T00/10863I | Singapore |
| BRITESMILE (word mark) | T00/10864G | Singapore |
| BRITESMILE (word mark) | T00/10865E | Singapore |
| BRITESMILE (characters) | T00/12496J | Singapore |
| BRITESMILE (characters) | T00/12497I | Singapore |
| BRITESMILE (word mark) | 2005110595 | South Africa |
| BRITESMILE (word mark) | 2005110596 | South Africa |
| BRITESMILE (word mark) | 2331903M8 | Spain |
| BRITESMILE (word mark) | 2331904M6 | Spain |
| BRITESMILE | 355393 | Sweden |

SCHEDULE B
("Marks")

| <u>Trademark</u> | <u>Reg No./Ser. No.</u> | <u>Country</u> |
|---|-------------------------|----------------|
| BRITESMILE (word mark) | 485427 | Switzerland |
| BRITESMILE (word mark) | 980220 | Taiwan |
| BRITESMILE (word mark) | 940246 | Taiwan |
| BRITESMILE (word mark) | 144707 | Taiwan |
| BRITE SMILE (and star design) | 593925 | Thailand |
| BRITE SMILE (and star design) | 593924 | Thailand |
| BRITE SMILE (and star design) | 593923 | Thailand |
| BRITESMILE (word mark) | 2238725 | United Kingdom |
| BRITEWHITE (word mark) | 2291759 | United Kingdom |
| BRITE SMILE (word mark) | 2437487 | United States |
| BRITE SMILE (and star design) | 2437483 | United States |
| BRITE SMILE (and star design) | 2653132 | United States |
| BRITESMILE (word mark) | 2671645 | United States |
| BRITESMILE ASSOCIATED TEETH WHITENING CENTER (word mark) | 2812043 | United States |
| BRITESMILE PROFESSIONAL TEETH WHITENING CENTERS (word mark) | 2821945 | United States |
| BRITE SMILE PROFESSIONAL TEETH WHITENING CENTERS (and star design) | 2497751 | United States |
| BRITESMILE TO GO | 3030081 | United States |
| BRITESTART | 78/236324 | United States |
| ENAMELWHITE | 2987640 | United States |
| KEEPS WHITE TEETH WHITE | 2759140 | United States |
| SMILE ASSURANCE | 2512157 | United States |
| SPEED & BEAUTY | 2512185 | United States |
| STABRITE | 2902325 | United States |
| TEENBRITE | 78/292532 | United States |
| WHITENING AT THE SPEED OF LIGHT | 2494184 | United States |
| BRITESMILE | 237700-P | Venezuela |
| BRITESMILE | 237699-P | Venezuela |
| BRITESMILE | 19418-S | Venezuela |

SCHEDULE C
("Copyrights")

| Title | Registration No. | Registration Date |
|------------------------------|-----------------------------|------------------------------|
| BRITESMILE BUBBLE POD | VA-1-326-732 | 5/27/05 |



P1087 PC03-
BDI-7
CORRECTED
NOTICE

JUL 07 2006

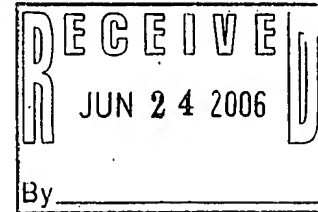
UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

JUNE 21, 2006

DAVID M. QUINLAN
32 NASSAU STREET, SUITE 300
PRINCETON, NEW JERSEY 08542

PTAS



UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 571-272-3350. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, MAIL STOP: ASSIGNMENT SERVICES BRANCH, P.O. BOX 1450, ALEXANDRIA, VA 22313.

RECORDATION DATE: 04/03/2006

REEL/FRAME: 017701/0418
NUMBER OF PAGES: 3

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:

MONTGOMERY, R. ERIC

DOC DATE: 03/06/2006

ASSIGNEE:

BRITESMILE DEVELOPMENT, INC.
490 NORTH WIGET LANE
WALNUT CREEK, CALIFORNIA 94598

SERIAL NUMBER: 10568054

FILING DATE:

PATENT NUMBER:

ISSUE DATE:

PCT NUMBER: US0424070

TITLE: COMPOSITIONS, METHODS, DEVICES, AND KITS FOR MAINTAINING OR
ENHANCING TOOTH WHITENING

017701/0418 PAGE 2

JUL 07 2006

MAURICE CARTER, PARALEGAL
ASSIGNMENT SERVICES BRANCH
PUBLIC RECORDS DIVISION

MAILING LABEL NO: ER 677835073 US

Form PTO-1595 (Rev. 07/05)
OMB No. 0551-0027 (exp. 6/30/2008)U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark OfficeRECORD
P

04-05-2006

JUL 07 2006

To the Director of the U.S. Patent and Trademark Office

as or the new address(es) below.

1. Name of conveying party(ies)

R. ERIC MONTGOMERY

103212033

2. Name of receiving party(ies)

Name: BRITESMILE DEVELOPMENT, INC.

Internal Address: _____

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) March 6, 2006

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Joint Research Agreement
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☐ Other _____

Street Address: 480 NORTH WIGET LANE

City: WALNUT CREEK

State: CA

Country: USA Zip: 94598

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application or patent number(s):

A. Patent Application No.(s)
PCT/US2004/024070☐ This document is being filed together with a new application.
B. Patent No.(s)Additional numbers attached? ☐ Yes ☒ No

5. Name and address to whom correspondence concerning document should be mailed:

Name: David M. Quinlan

Internal Address: _____

Street Address: 32 Nassau Street, Suite 300

City: Princeton

State: New Jersey Zip: 08542

Phone Number: 609-921-8660

Fax Number: 609-921-8651

Email Address: david@quinlanpc.com

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 1.21(h) & 3.41) \$40.00

- ☐ Authorized to be charged by credit card
☐ Authorized to be charged to deposit account
☒ Enclosed
☐ None required (government interest not affecting title)

8. Payment Information

a. Credit Card Last 4 Numbers _____
Expiration Date _____b. Deposit Account Number _____
Authorized User Name _____9. Signature: David M. Quinlan

Signature

April 13, 2006
Date

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 3

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450